

AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (hereinafter referred to as the "Agreement" which term will include the recitals, annexure and schedules to this Agreement) made at Mumbai on the day 8th of December , 2022 and entered into:

BY AND BETWEEN:

Adfactors PR Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at City Hall, Oasis Complex, Kamala Mills Compound, Pandurang Budhkar Marg, Lower Parel (West), Mumbai 400013 (hereinafter referred to as the "**Adfactors PR**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the ONE PART,

AND

DCX SYSTEMS LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Plot#29,30&107, Aerospace SEZ Park, Hitech Defence & Aerospace Park, KIADB Industrial Area, Devanahalli, Bengaluru Rural - 562110, Karnataka (hereinafter referred to as the "**Client**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the OTHER PART.

Adfactors PR and the **Client** shall also hereinafter be jointly referred to as the "**Parties**" and severally as the "**Party**".

WHEREAS:

1. The Client has approached Adfactors PR to provide Investor Relations services and Adfactors PR has agreed to provide the same.
2. The Parties hereto have agreed to *inter-alia* record the terms and conditions mutually agreed upon between them as appearing hereinafter.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

I. SCOPE OF SERVICES:

As per Annexure 1.

Depending on the dynamics of the situation, suitable and appropriate additional scope shall be incorporated through amendments to the Contract.

II. SERVICING TEAM:

A team from the relevant Group from Adfactors PR, Mumbai will service the Client.

III. COMMERCIAL TERMS:

1. For the scope of the services specified in the Agreement, a monthly retainer fees of Rs.1,25,000 (Rupees One Lakh Twenty Five Thousand) will be payable to 'Adfactors PR Pvt. Ltd.' For a period of one year starting from 16th November 2022 to 15th November 2023
2. The following costs will be charged at actuals:

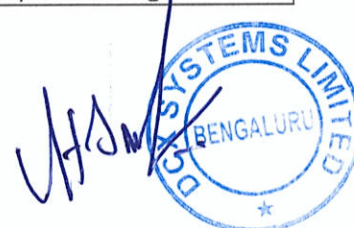


- i. Bulk postage/courier, bulk photocopying, car hire, cost of conference calls, virtual meets/ calls etc.
- ii. Outstation travel expenses including lodging & boarding and other incidental expenses
- iii. Cost of venue and F&B charges for analyst meets/ facility visits/ / conferences as also cost of backdrop/ banners/ AVs or equipment hiring, video conferencing, webcasting, transcription etc.
- iv. Any other ancillary and incidental third party expenses incurred by Adfactors PR on behalf of the Client

The expenses mentioned in 'i' to 'iv' above will be incurred with the prior approval of the Client.

3. Invoices will be submitted at the beginning of the month. The fees are payable within 7 days of the submission of the invoice.
4. Any Work Order or similar document received from the Client shall be for billing reference only and such document shall not take precedence over this Agreement
5. As applicable, Goods and Service Tax and other applicable taxes, if any, will be charged separately in addition to the above mentioned fees and expenses. For clarification, the third party expenses will be charged in full inclusive of taxes charged by the vendor (net of input credit available to Adfactors PR, if any) plus applicable GST.
6. Interest at the rate of 18 percent per annum will be charged on the amount due for more than 30 days from the date submission of invoice.
7. Exclusions: Adfactors PR provides a range of services which maybe required on a project basis if and when the need arises. Such services, when mandated, will be charged after mutual agreement is reduced in writing on a project basis with prior approvals.
- 8.

Sr. No.	Services
1	Transactions such as IPO, FPO, Right issues, IDR, GDR, listing, delisting, M&A, Debt, restructuring, fund raising, funding, investment and similar activities.
2	Social media monitoring or in-depth contextual listening
3	Special digital campaigns to address specific issues or constituencies
4	Production of video films, podcasts, microsities, apps, etc
5	Design and production of reports, books, whitepapers, newsletters
6	Non-media events targeting specific constituencies
7	Crisis services like audits, preparedness programs & simulations, fake news management and prolonged crisis situations
8	Internal communication programs for educating employees on key change initiatives, integration post-M&A & inside-out employee advocacy
9	Creation & management of digital newsroom
10	Policy advocacy programs for generating public support on specific policy issues
11	Media relations & Media tracking services
12	Any other custom services or locations not covered in the scope of the agreement



IV. TERM OF AGREEMENT:

The Agreement shall come into force on and from 16th November 2022 (Effective Date) and shall continue to be in force unless terminated as per clause V of this Agreement.

V. TERMINATION:

Either Party shall have the right to terminate this Agreement by giving the other Party prior notice of 1 (one) month in writing. In case of termination of the Agreement, all the unfinished jobs / assignments which have reached a material stage shall be completed by Adfactors PR as may be mutually decided. Payments for such jobs / assignments shall be made by the Client as per the Agreement and as may be mutually decided upon. However, in case of non-payment of outstanding dues for more than 60 days, Adfactors PR reserves the right of suspension of work, without any notice to the client. Any such suspension will not absolve the Client from any outstanding / liability under this agreement and Adfactors PR will not be liable for any loss, cost, claim or expenses of whatsoever nature arises out of such suspension.

VI. CONFIDENTIALITY:

1. The Parties shall maintain utmost confidentiality of any business, technical or financial information that is conveyed or provided in relation to this Agreement and at the time of disclosure, designated in writing as confidential (hereinafter the "Confidential Information").
2. Adfactors PR shall not be liable for disclosure or use of any Confidential Information if the same is:
 - in the public domain
 - rightfully received from a third party without any obligation of confidentiality
 - rightfully known to it without any limitation on use or disclosure prior to its receipt from the Client
 - independently developed by Adfactors PR
 - generally made available to third parties without any restriction on disclosure, or
 - communicated in response to a valid order by a court or required by any governmental body or regulatory / legal authority

VII. INDEMNITY:

1. In case of breach of any of the terms and conditions mentioned in the Agreement, Adfactors PR shall, at its own cost and expense, indemnify, defend and hold the Client, its directors, management or employees free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs arising out of such breach.
2. The maximum aggregate liability of Adfactors PR together with its sister concerns, directors, employee, associates or contractor under this Agreement (regardless of the form of action, whether in contract, negligence or otherwise) shall in no event exceed the aggregate amount of fees paid by the Client to Adfactors PR under this Agreement or 12 months retainer fees, whichever is more.



3. The Client shall at its own cost and expense, indemnify, defend and hold the Adfactors PR, its directors, employee, associates, sister concerns or contractor free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs which may arise as a result of any claim, suit or proceeding brought against Adfactors PR, due to any materials or publicity prepared for the Client which was either approved by the Client or was based on materials, ideas or directions provided by the Client or any of its personnel/ agents/ sub-contractors.
4. The maximum aggregate liability of Client together with its sister concerns, directors, employee, associates or contractor under this Agreement (regardless of the form of action, whether in contract, negligence or otherwise shall in no event exceed the aggregate amount of fees by the Client to Adfactors PR under this Agreement or 12 months retainer fees, whichever is less.

VIII. GOVERNING LAW AND JURISDICTION:

This Agreement, including all matters relating to it shall be governed by, and construed in accordance with, the laws of the India. Any action or proceeding arising out of or relating to this Contract or the Services shall be brought and maintained exclusively in the courts of Bengaluru, Karnataka, India.

IX. MISCELLANEOUS:

1. The Parties represent that they have taken all necessary corporate action to authorise the execution and consummation of this Agreement and have the requisite and proper authorisation to execute this Agreement. They undertake to furnish satisfactory evidence of the same upon request.
2. In the performance of this Agreement, both Parties are acting on principal to principal basis, independent of each other. None of the employee, officials, agents or assigns of a Party can be treated as agent of the other Party and in no case can bind the other Party by its representations and acts.
3. If any provision/s of this Agreement is held to be prohibited by or invalidated under the applicable law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
4. Failure to exercise part of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance, such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein.
5. This Agreement shall be executed in duplicate and both copies should be treated as original for all purposes.
6. This Agreement is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the power in the Agreement, such as civil commotion, riots, strike, pandemic, epidemic, industrial disputes, lockouts and acts of God etc.



7. Each Party hereby covenants that during the term of this Agreement and for a period of one year following its termination or expiration, it shall not, without the previous written consent of the other Party, employ or contract the services of any person who was employed by the other Party.
8. The Client agrees to the following, as part of the obligation to this Agreement:
- to give clear direction and information to Adfactors PR on activities, materials, plans and research reports
 - to give access to and availability of the top management for direction, spokesman-ship and performance reviews with prior appointment, preferably in writing.
 - to give adequate lead-time and advance notice, as is necessary to professionally carry out services provided under this Agreement.
 - to provide its feedback through questionnaires, surveys and interviews conducted by Adfactors PR.
9. In case any notice is required to be given for the purposes of this Agreement, the same shall be given by personal delivery or by Speed Post / Registered Post A.D. and shall be addressed as follows:

In case of Adfactors PR, to:
 The Managing Director
 Adfactors PR Private Limited
 City Hall, Oasis Complex
 Kamala Mills Compound
 Pandurang Budhkar Marg
 Lower Parel (West), Mumbai 400013
 Email:

In case of the Client, to:
 The Chief Financial Officer,
 DCX Systems Limited
 Plot#29,30&107 | Aerospace SEZ Park, Hitech Defence & Aerospace Park
 KIADB Industrial Area, Devanahalli, Bengaluru Rural,
 Karnataka 562110
 Email: ranga@dcxindia.com & cs@dcxindia.com

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

Signed and Delivered by, for and on behalf of 'Adfactors]
 PR Private Limited' by the hands of its Authorized]
 Signatory, Madan Bahal, Managing Director]

Witness:]
 Name and Signature:]

Signed and Delivered by, for and on behalf of DCX]
 Systems Limited' by the hands of its Authorized Signatory,]
 H S Raghavendra Rao, Chairman & Managing Director.]
]



Witness:

Name & Signature *Shiva Kumar. R.*

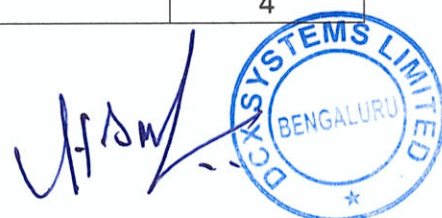
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Annexure I
Scope of Services

Depending on the dynamics of the situation, suitable and appropriate additional scope shall be incorporated through amendments to the Contract.

No	Activity	Details	Annual Deliverables
1	Investor Presentation	Detailed understanding the businesses, strategy and business plans – detailed meeting with Management	1
		Plant visits for better understanding of processes and operations	1
		Competitive landscape study to understand differentiation/ similarities, enabling us to position the Company better	1
		Improvised go-to-market story finalization – in conjunction with Management and combination of what market needs as well as what we need to communicate about our Company	1
		Investor Presentation – review existing presentation - Add key missing points/ data that Markets track	1
		Improve Disclosures in terms of quantitative and qualitative information	1
		Prepare the Investor Presentation updated with all relevant information	1
		Ensure Investor Presentation is sent to stock exchange and disseminate to Capital markets community	1
2	Business Update/ Media releases	Prepare business update/ media releases sharing updates/ developments happening in the Company	As & when
		Ensure business update/ media release is sent to stock exchange as per LODR norms	As & when
		Ensure Business update/ Media release is disseminated to Capital markets community	As & when
3	Quarterly Earnings Management	Financial analysis of results and understanding of financial & business performance from Management	4
		Update investor presentation with quarterly financials	4
		Prepare quarterly media release with Management comment	4



		Post approval from Management, send presentation and media release to stock exchange	4
		Send presentation and media release to capital markets after uploading on stock exchange and website	4
		Set up a conference call with Management and investor community	4
		Prepare earnings call speech for the Management	4
		Prepare list of likely questions that can be asked on the call and share with Management	4
		Conduct the conference call well at a right time post results	4
		Ensure audio link is sent to stock exchange as per LODR guidelines	4
		Ensure transcript is sent to stock exchange as per LODR guidelines	4
		Ensure audio link and transcript is uploaded on the website	4
		Share post conference call feedback with the Management	4
4	Interaction with Investors/ Buy Side	Regular meetings with Investors – FII, Mutual Funds, Wealth Funds, Family offices, AIFs PMS, UHNIs, HNIs etc.,	60
		Selective Management meetings/con-calls with Investors & analysts	20
		Targeted & Customized Non Deal Road-shows and participation in broker conferences	4
		Update investor/ analyst interactions on the exchange as per LODR norms	As & when
5	Interaction with Research Analysts/ Broking Houses/ Sell Side	Identification and meeting with the Research houses to create and enhance visibility of the Company	On going
		Target Initiation & expansion of Research Coverage	On going
		Regular Interactions & Updates to Analysts covering the sector	On going
		Update investor/ analyst interactions on the exchange as per LODR norms	On going
5	Routine/ Other Activities of Investor Relations	Review of Investor section on Web-site – in terms of existing & future disclosures	1
		Site/ plant visits of Investors and Analysts	4

	Get regular feedback on Investor thought process on the Industry and Company	On going
	Regular informal feedback of the capital markets community to the Management	On going
	Assist in preparing for the Chairman's Letter to Shareholders and MDA for the Annual Report	1



**Annexure II
Billing Information**

Name of the Company/Firm/Organisation	DCX Systems Limited
Registration No.	U31908KA2011PLC061686
PAN No.	AAECD0685R
TAN No.	BLRD08166E
GST No.	29AAECD0685R2ZW
Name and designation of person, to whom Invoices needs to be addressed	Prasanna Kumar T S DGM – Finance and Accounts
Billing Address	Plot#29,30&107, Aerospace SEZ, Hitech Defence and Aerospace Park, KIADB Industrial Area, Devanahalli, Bangalore Rural – 562 110, Karnataka.
Contacts for communications regarding billing / payments / outstanding / TDS etc.	
1. Name	Prasanna Kumar T S
Designation	DGM – Finance and Accounts
Phone (Board) + Extension	+91 80 6711 9555
Phone (Direct)	+91 80 6711 9511
Fax	+91 80 6711 9535
Mobile	99723 15466
Email	prasanna@dcxindia.com
2. Name	
Designation	
Phone (Board) + Extension	
Phone (Direct)	
Fax	
Mobile	
Email	